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275114

October 4, 1999

VIA FACSIMILE

David E. Northrop, Esq.
Samuels and Northrop Co., LPA
180 East Broad Street, Suite 816
Columbus, OH 43215

Re: Skinner Landfill/Acronca

Dear Mr. Northrop:

I am writing on behalf of the Skinner Landfill Work Group to respond to your letter of September 29, 1999, regarding the settlement offer of [REDACTED] extended to your client, Aeronca, on September 20, 1999.

In your letter [REDACTED] the CERCLA "divisibility of harm" argument [REDACTED]

[REDACTED] Moreover, your divisibility argument is incorrect. First, manganese oxide, which you claim is a breakdown component of potassium permanganate, is in fact a CERCLA hazardous substance and was identified as a chemical of concern at the Skinner Landfill. Second, Aeronca [REDACTED]

[REDACTED] Therefore, your conclusion that no harm was caused by the disposal of spent potassium permanganate lacks merit.

You also argue that the cash-out settlement offered by the Work Group is based solely on the volume of the waste and does not consider other circumstances, such as the "Gore factors," relating to equitable allocation. [REDACTED]

[REDACTED] Since the Work Group's settlement offer is based on the share of liability determined by the Allocator, the settlement offer does take into account equitable factors. Moreover, by accepting the offer of the Work Group, Aeronca would effectively resolve a joint and several cost recovery claim of the United States.

Finally, you note that Aeronca previously paid [REDACTED] to the group of parties that performed the interim remedial measures. The Work Group is willing to offset this amount from

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its settlement demand of \$[REDACTED] If Aeronca accepts the settlement offer as outlined in the Work Group's letter of September 20, 1999, the total amount due by Aeronca under the final settlement with the United States and the Work Group would be \$[REDACTED]

Please keep in mind that if Aeronca does not reach an agreement in principle with the Work Group by Tuesday, October 5, 1999, it may be subject to joint and several liability for the United States' claims, in addition to the claims of the Work Group. The United States' past costs to date are \$3,929,909.67.

On behalf of the Work Group, I hope that we can reach an agreement in principle with Aeronca by Tuesday, October 5, 1999.

Very truly yours,

Michael J. O'Callaghan

MJO
42891

cc: Sherry Estes, Esq. (w/ references to Barkett redacted)
Louis E. Tosi, Esq.
Karl S. Bourdeau, Esq.
Skinner Landfill Work Group

northrop.david.991001.dnc

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FAX TRANSMITTAL FORM
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TO: Brant Mauer**DATE:** October 25, 1999**FIRM:** U.S. EPA**FILE NO.:****CITY/STATE/COUNTRY:****FAX NO.:** 312-353-8870**FROM:** Michael J. O'Callaghan**NO. OF PAGES (INCLUDING THIS PAGE):** 2**MESSAGE:**

Brent:

Here is the Columbian signature page. I hope to have CanadianOxy within the next day. Call me if you have any questions.

Mike

cc: Craig Melodia, Sherry Estes (312-886-7160)

IF YOU DO NOT RECEIVE ALL THE PAGES OR IF THERE IS A PROBLEM,
PLEASE CALL US AT OUR COLUMBUS OFFICE, (614) 463-9441

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SLK OPERATOR _____

DATE & TIME SENT _____

Second Tolling Agreement
Skinner Landfill Superfund Site
Signature
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**SECOND TOLLING AGREEMENT
SKINNER LANDFILL SUPERFUND SITE**

The authorized representative of Columbian Chemicals Company consents to the terms and conditions of this Second Tolling Agreement for the Skinner Landfill Superfund Site on this 22nd day of October 19989

Columbian Chemicals Company
Name of Individual or Entity

Gary P. Juno
If Entity, Name of Authorized Representative


Signature of Authorized Representative

Vice President & General Counsel
Title

Name and address where
any Notice should be sent:

Gary P. Juno
Vice President & General Counsel
Columbian Chemicals Company
1800 West Oak Commons Court
Marietta GA 30062-2253

Second Tolling Agreement
Skinner Landfill Superfund Site
Signature Page